

**ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AMES RESEARCH CENTER
AND
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE
UNIVERSITY
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. 31896 / SAA2-403530
(ANNEX NUMBER ONE)**

ARTICLE 1. PURPOSE

The purpose of this Annex is to provide opportunities to students, as a part of their educational curriculum and through NASA's Technology Transfer University (T2U) program, to examine the commercial feasibility of transferring selected NASA patented technologies to industry.

Under this Annex, NASA will provide the Partner with a list of NASA-patented technologies that present strong potential cases for market assessments. Together, NASA and the Partner will select technologies for market assessments for students to evaluate the possibility of NASA technology commercialization and the likelihood of a successful commercialization. Students will work to identify market segments and companies that may be good candidates for licensing the assessed NASA technologies.

This collaboration, which furthers the Agency's efforts at STEM Engagement, does not supplant the everyday functions of the NASA ARC Technology Transfer Office (TTO). Rather, the results of this collaboration may supplement the commercial assessments that NASA ARC personnel already independently conduct – and will continue to independently conduct – on its technologies.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)).

ARTICLE 2. RESPONSIBILITIES

A. NASA ARC will use reasonable efforts to:

1. Provide Partner with Confidential Disclosure Agreements, which will be signed by Partner prior to viewing confidential information concerning NASA inventions (See attached Exhibit 1);
2. Provide Partner with a list of recommended NASA-patented technologies publicly available at <http://technology.nasa.gov/> to review for analysis by Partner's students for each academic term that initiates and concludes during the life of this Agreement, and upon request by Partner at the beginning of such academic term;

3. Provide technical and/or scientific expertise regarding NASA patented technologies selected for market assessment, if deemed necessary and feasible by NASA personnel, upon Partner's request, and subject to availability of said NASA experts;
4. Review and provide feedback on Partner-drafted market assessments once per academic term during which this collaborative activity is initiated;
5. Attend and provide feedback on Partner presentations of findings for each selected technology once per academic term during which this collaborative activity is initiated.

B. Partner will use reasonable efforts to:

1. Provide to NASA, no later than three weeks prior to start of the academic term, a point of contact and a written statement of interest in participating in this collaborative activity for each academic term in which Partner wishes to participate in this collaboration;
2. Sign a Confidential Disclosure Agreement prior to Partner's students and employees, including professors and teaching assistants, being able to view or receive, directly or indirectly, confidential information regarding NASA technology.
3. Identify and select NASA-patented technologies for market assessments to be developed by Partner as a part of an educational case study;
4. Inform NASA of such selections;
5. Have Partner's students and employees submit any questions to the NASA ARC Technology Transfer Office for review, prior to any contact with the NASA business, technical, or scientific experts;
5. Prepare market assessments of such selections no later than three weeks prior to the end of each academic term in which this collaboration is performed;
6. Recommend a licensing strategy for each selected technology, no later than three weeks prior to the end of each academic term in which this collaboration is performed;
7. Present -- in person or via video teleconference -- all findings for each selected technology to NASA personnel no later than three weeks prior to the end of each academic term in which this collaboration is performed.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities"

Article are as follows:

Milestone	Estimated Completion Date
University Confidential Disclosure Agreements signed and submitted to NASA (Partner)	No later than one (1) week after initiation of academic term during which this collaborative activity is undertaken
Selection of NASA technologies for market assessment (Joint)	Three (3) weeks after initiation of academic term during which this collaborative activity is undertaken
Submit to NASA a market assessment and licensing strategy for each selected NASA technology (Partner)	No later than three (3) weeks prior to conclusion of academic term during which this collaborative activity is undertaken
Presentation of Findings (Joint)	Three (3) weeks prior to conclusion of academic term during which this collaborative activity is undertaken

ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one year.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below

may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third-Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Management Points of Contact

NASA Ames Research Center

Mike O'Neil

Agreements Manager

Mail Stop: 202A-3

Moffett Field, CA 94035

650-604-2166

michael.c.oneil@nasa.gov

Arizona State University

Kristy Macdonald

Assistant Director, Research Ops.

660 S Mill Ave.

Tempe, AZ 85281

480-965-9077

asu.awards@asu.edu

Technical Points of Contact

NASA Ames Research Center
Kimberly Minafra
Software Release Authority
Mail Suite: 202A-3
Moffett Field, CA 94035
Phone: 650-604-2457
kimberly.minafra@nasa.gov

Arizona State University
Grace O'Sullivan
Associate Vice President, KE
660 S Mill Ave.
Tempe, AZ 85281
480-727-1924
grace.osullivan@asu.edu

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

**NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
AMES RESEARCH CENTER**

**ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY**

BY: _____
Eugene L. Tu
Center Director

BY:  _____
Kristy Macdonald
Assistant Director, Research Ops.

DATE: _____

DATE: 5/8/2020 _____

Exhibit 1 – Attachment to SAA2-403530-1

UNIVERSITY CONFIDENTIAL DISCLOSURE AGREEMENT

This CONFIDENTIAL DISCLOSURE AGREEMENT is entered into as of May 8, 2020, between **NASA Ames Research Center** (hereinafter called the DISCLOSING PARTY), located at Moffett Field, CA 94035-1000, which is an agency of the U.S. Government, and Arizona Board of Regents for and on behalf of Arizona State University, a University (hereinafter, called the RECIPIENT).

The DISCLOSING PARTY has through its civil servant employees and/or its contractor employees conceived various inventions (hereinafter referred to as INVENTIONS, which are further identified in NASA's Patent Portfolio). In order to protect the DISCLOSING PARTY'S rights to the INVENTIONS under applicable patent laws and treaties, technical information on the INVENTIONS is presently being maintained in confidence (hereinafter called CONFIDENTIAL INFORMATION).

The RECIPIENT agrees to the following:

WHEREAS, DISCLOSING PARTY and RECIPIENT executed a Non-Reimbursable Umbrella Space Act Agreement (SAA2-403530) on May 8, 2020. On the same date, the parties executed Annex One to the Umbrella Agreement (SAA2- 403530-1) to share NASA-patented technology through NASA's Technology Transfer University (T2) program.

WHEREAS, the PURPOSE of the Non-Reimbursable Umbrella Space Act Agreement and Annex One to the Space Act Agreement is to provide the RECIPIENT with a list of NASA-patented technologies, in order for both parties to select NASA-patented technologies for which the RECIPIENT's students will perform market assessments.

1. It is understood by both parties that the RECIPIENT will examine CONFIDENTIAL INFORMATION only for the purpose and in the manner set forth as follows:

NASA Ames Research Center is permitting the RECIPIENT to review CONFIDENTIAL INFORMATION including the invention disclosures, unpublished prosecution file history, and data related to NASA-patented technologies for the PURPOSE of its students providing said market assessments. The RECIPIENT may only study the INVENTIONS listed under NASA's Patent Portfolio for the above referenced PURPOSE and the RECIPIENT so agrees.

2. In consideration of the disclosure of CONFIDENTIAL INFORMATION, the RECIPIENT agrees to hold all CONFIDENTIAL INFORMATION in confidence for sixty (60) months. For the purposes of this agreement CONFIDENTIAL INFORMATION is recorded information, regardless of form or the media on which it may be recorded (i.e., formulas, reports, manuscripts, papers, documents, drawings, graphs, photographs, databases, computer programs, prototypes, samples, models and sketches furnished to the RECIPIENT, and also oral disclosures made to the RECIPIENT). Information disclosed orally shall be treated as CONFIDENTIAL INFORMATION.

3. The RECIPIENT acknowledges that unauthorized release or disclosure of CONFIDENTIAL INFORMATION could jeopardize DISCLOSING PARTY'S rights in the invention and result in irreparable injury to the DISCLOSING PARTY.

4. The parties agree that the following information is NOT CONFIDENTIAL INFORMATION for purposes of this agreement.

- (a) information which, at the time of disclosure, is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise through no action or fault of the RECIPIENT; or
- (b) information which the RECIPIENT can show is in its possession at the time of disclosure and was not acquired, directly or indirectly, from the DISCLOSING PARTY; or
- (c) information disclosed as a result of compulsion to disclose by a state or federal court having competent jurisdiction.

5. The RECIPIENT agrees that it will be responsible for ensuring that it, and any of its students, employees, officers, directors, agents, and representatives who need to know such information (collectively, its "REPRESENTATIVES"), will not disclose, communicate or publish CONFIDENTIAL INFORMATION to any person or entity, nor use any of the CONFIDENTIAL INFORMATION it receives, acquires or obtains from the DISCLOSING PARTY except as specifically provided in Paragraph 1. RECIPIENT further agrees that it and its REPRESENTATIVES will: (a) take all reasonable measures to protect the confidentiality of, and avoid disclosure or use of, the CONFIDENTIAL INFORMATION so as to prevent it from entering the public domain or falling into the possession of persons other than those authorized by this Agreement to have access to it; and (b) only permit those REPRESENTATIVES of RECIPIENT who are authorized to participate, directly or indirectly, in the activity provided in Paragraph 1 to have access to CONFIDENTIAL INFORMATION.

6. All CONFIDENTIAL INFORMATION furnished to the RECIPIENT by the DISCLOSING PARTY shall remain the property of the DISCLOSING PARTY and shall be returned to the DISCLOSING PARTY promptly at DISCLOSING PARTY'S request with all copies made thereof.

7. Nothing contained in this Agreement permits the RECIPIENT to in any way exploit the INVENTIONS or CONFIDENTIAL INFORMATION, or employ them for the profit of the RECIPIENT without express written consent of the DISCLOSING PARTY.

8. The DISCLOSING PARTY may terminate the Agreement for any reason and at any time by notifying the RECIPIENT either verbally or in writing. RECIPIENT'S obligation to protect all CONFIDENTIAL INFORMATION for the duration specified in paragraph 2 and the rights of the DISCLOSING PARTY to enforce such obligation shall survive termination of this Agreement.

9. United States Federal Law shall govern this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the parties.

10. The effective date of this Agreement shall be the date of RECIPIENT'S execution of this Agreement as set forth below. The person signing below on behalf of RECIPIENT represents that he or she is a United States citizen and has the authority to sign this Agreement on behalf of RECIPIENT.

13. The RECIPIENT agrees that a facsimile/scanned signature shall be valid and have full force and the same effect upon him/herself if an individual, or upon the company or entity if representing such, as original signatures.

Executed on Behalf of RECIPIENT:

BY:

DATE: 5/8/2020



Name: Kristy Macdonald

Title: Assistant Director, Research Ops.

University Name: Arizona State University

University Address: 660 S. Mill Ave., Tempe, AZ 85281

E-Mail: asu.awards@asu.edu